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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE:

HARBANS S. GREWAL & MANJIT K. GREWAL

DEBTORS.

HARBANS S. GREWAL & MANJIT K. GREWAL

PLAINTIFFS,

V.

SANTA CRUZ COUNTY BANK & DOES 1-10

DEFENDANTS.

Case No. 10-60800

Chapter 7

Adversary No. 11-05067

**MOTION FOR SUMMARY JUDGMENT AS TO
LIABILITY ON CLAIMS OF VIOLATION OF 11
USC § 362 AND CONVERSION**

HONORABLE ARTHUR S. WEISSBRODT

DATE: SEPTEMBER 9, 2011

TIME: 3.00 P.M.

PLACE: COURTROOM 3020

**To the HONORABLE ARTHUR S. WEISSBRODT, UNITED STATES BANKRUPTCY
JUDGE FOR THE NORTHERN DISTRICT OF CALIFORNIA**

The Motion for Partial Summary Judgment of Harbans S. Grewal and Manjit K. Grewal (collectively "Plaintiffs") respectfully represents:

1. The complaint in this matter asserts causes of action for violation of 11 USC § 362 and conversion, and the Plaintiffs seek summary judgment as to liability for each claim.

2. On March 27, 2000, Mr. Grewal purchased a service station and equipment located at 8385 Monterey Road in Gilroy ("Premises") and there operated a proprietorship known as Grewal Shell. Subsequently, the Plaintiffs bought equipment

1 to test vehicle emission systems.

2 3. Later, the Plaintiffs incorporated American Gas and Auto, Inc. ("American")
3 but did not contribute their personal property to the business.

4 4. In 2007, the Plaintiffs sought a loan from the Defendant. While the Defendant
5 required a first deed of trust on the Premises and a security interest in American's
6 personal property, it did not require a security interest in the Plaintiffs' personality.

7 5. The Plaintiffs defaulted on the loan, and the Defendant foreclosed on the
8 Premises and American's assets.

9 6. The Defendant changed the locks and refuses to return the Plaintiffs'
10 property. The items at issue include.

11 A. CA Bar 97 Revised Smog System

12 B. Dynamometer (in ground)

13 C. Cooling Fan

14 D. Parts cleaner (blue box)

15 E. Grinder

16 F. Repair Manuals

17 G. Engine Scope

18 H. Grease Dispenser

19 I. Oil drain tank

20 J. Mop Bucket

21 K. O-Rings & Quarter Pins

22 L. Drain Pans (3)

23 M. Oil Funnels

24 N. Parts Cart

25 O. Battery Water Container

26 P. Desktop computer in the shop

27 Q. BMW Engine on Rollers

28 R. BMW rims with old tires

1 S. Water cooler

2 T. Small refrigerator

3 U. Miscellaneous parts

4 V. Used black hoses & nozzles

5 W. ERC tester with kit

6 X. ERG Tool

7 25. The Plaintiffs filed a voluntary petition for relief under Chapter 7 of the
8 Bankruptcy Code on October 18, 2010. The Defendant had actual knowledge of the
9 bankruptcy but refused to return the property, despite post-petition demand.

10 26. The Grewals received a discharge on January 19, 2011.

11 27. Mr. Grewal is operating a new service station and is unable to perform a
12 variety of services without the equipment.

13 28. These considerations are undisputed and proven by the accompanying
14 declarations of Harbans Grewal and Gregory Charles and their respective exhibits.

15 29. Since these considerations demonstrate a willful violation of the automatic
16 stay, Plaintiffs move for summary judgment as to liability on this claim.

17 30. Further, the Defendant converted the Plaintiffs' property. Consequently, the
18 Plaintiffs move for summary judgment as to liability on this claim.

19 31. Finally, the Plaintiffs are entitled to and seek restoration of their property.

20
21 Dated: August 2, 2011

CAMPEAU GOODSSELL SMITH
A Law Corporation

22
23 By: /s/Gregory J. Charles
Gregory Charles
24 Attorneys for the Plaintiff

CERTIFICATE OF SERVICE

I am over eighteen years of age, not a party, and employed at 440 North 1st Street, Ste. 100, San Jose, CA 95112. I am familiar with the processing of documents for delivery noted below. I caused to be served the following on the date listed below: 1. Notice of Hearing, 2. Motion for Summary Judgment as to liability on claims of violation of 11 USC § 362 and Conversion, 3. Declaration of Harbans S. Grewal in support of Motion for Summary Judgment, and 4. Declaration of Gregory Charles in support of Motion for Summary Judgment

By the following means:

U.S. MAIL – I placed copies in envelopes that were then sealed and, with postage fully prepaid thereon, on this date placed for collection and mailing at my place of business following ordinary business practices. Envelopes will be deposited with the U.S. Postal Service at San Jose, California on this date in the ordinary course of business; and there is delivery service by U.S. Postal Service at the place so addressed.

FEDERAL EXPRESS - I served the above-named document[s] on the party[ies] named below, by depositing the above document[s] in a box or other facility regularly maintained by Federal Express, in an envelope or package designated by Federal Express, with delivery fees prepaid, addressed to the party[ies] at the address[es] listed below.

E-MAIL: Pursuant to an agreement of the parties, I caused the document[s] to be sent to the person[s] at the e-mail address[es] listed below.


✓ ECF: I caused the document[s] to be sent to the person[s] at the e-mail address[es] listed below through the electronic court filing system maintained by the court in this action.

HAND DELIVERY: I caused the documents to be hand delivered to the addressee.

On this person or persons:

William Thomas Lewis
Counsel for Santa Cruz County Bank
wtl@roblewlaw.com

On August 2, 2011, I declare that the above is true and correct.



A handwritten signature in black ink, appearing to read 'Gregory Charles', is written over a horizontal line.

Certificate of Service